

Exhibit D

Exhibit Filed Under Seal

General Release Agreement

Dear [REDACTED]

This letter (referred to as a General Release Agreement) describes the terms and conditions under which Howard Rubin has agreed to provide a fixed dollar amount of Monetary Funds to you, [REDACTED], in consideration of your entering into this agreement which acts as a general release of all liability and any future claim of loss or subsequent physical injury of which you may or may not be aware of at this time.

Part I - The following provisions apply whether or not you sign this letter:

1. **Previously Signed Confidentiality Agreement & Release Dated August 24, 2016:** In accordance with the agreement which you, [REDACTED], (hereinafter after [REDACTED]) signed freely and voluntarily, and of your own accord, on August 24, 2016, Mr. Rubin has no duty, legally or otherwise, no liability and no obligation to provide you compensation for any injuries which you claim to have suffered as a result of the incident that occurred between you, [REDACTED], Mr. Rubin and [REDACTED] on September 24 & 25, 2016. (Annexed to this Agreement)
2. **No Cause of Action:** In accordance with the above mentioned agreement which you signed, freely and voluntarily, on August 24, 2016, you have no legal standing to pursue a cause of action against Mr. Rubin for any injuries which arose out of the above mentioned incident, where you had previously consented to engage in Sadomasochistic Activity with Mr. Rubin and Ms. [REDACTED] and where you explicitly agreed and acknowledged that physical injuries may occur as a result of said physical contact.
3. **No Admissions:** Mr. Rubin does not admit to any claims of physical injury which you, [REDACTED], have claimed to sustain. Being that Mr. Rubin could not have been aware and was not aware of any previous physical dispositions or medical issues which you may have had and did not advise Mr. Rubin of prior to the above incident. Further it is unknown to what extent said alleged injuries were caused as a direct result of the physical activity engaged in and where it is not known if the direct cause of alleged injury was either personally afflicted or afflicted indirectly or directly, accidentally and or unintentionally by Ms. [REDACTED] or by Mr. Rubin.

Part II - The following provisions apply only if you sign this letter:

4. **Monetary Payment:** As a gesture of good will, and for no other reason, Mr. Rubin has agreed to compensate you for alleged sustained physical injury, lost wages and a medical procedure in consideration for your agreeing to the terms and conditions in this general release, including but not limited to the release of all future claims as defined below.
5. **Final Release of All Claims:** In exchange for, and as a condition to, receipt of the payments described in *Section 10* below, you agree to and do release and forever discharge Mr. Rubin, from any and all claims, causes of action, suits, charges, damages, and complaints, whether known or unknown, that you have or may have to date arising out of or related to your engagement in physical relations with Mr. Rubin on September 24 & 25 of 2016 and any subsequent date up until and including the date on which you sign this General Release Agreement.

You, [REDACTED] hereby irrevocably and unconditionally waive, release, and forever discharge Mr. Rubin, as well as any of Mr. Rubin's agents, and assigns, individually and in their

Confidential

representative capacities, from any and all claims and causes of action which you had, has, or may have against Mr. Rubin, whether or not known to you, based upon, arising from, or relating to any and all acts, events, and omissions occurring on or prior to the date upon which you sign this General Release Agreement.

The claims being waived and released include, but are not limited to: any and all claims arising from or relating to [REDACTED] recruitment, hire; b. any and all claims for monetary damages, wages, severance pay, vacation pay, sick pay, bonuses, commissions, and other compensation and benefits; c. any and all claims of physical injury; d. any and all claims of emotional distress and negligence.

6. **Confidentiality:** You agree to keep this General Release Agreement, including but not limited to the existence and amount of payments and benefits, confidential to the fullest extent allowed by law. You agree to keep any information that you may possess in regards to Mr. Rubin, Mr. Rubin's private life, preferences and other information which you are aware of or privy to, in the strictest of confidences. You agree not to discuss or divulge directly or indirectly any information about Mr. Rubin, verbally, in written communication, via text messages, social media, emails or otherwise.
7. **Non-Disparagement:** You agree not to make any disparaging or negative comments to any third party regarding Mr. Rubin or any of Mr. Rubin's associates.
8. **No Admission:** The parties agree that nothing contained in this General Release Agreement shall constitute or be treated as an admission of liability or wrongdoing by either party and further agree that it shall not be used as evidence of guilt or wrongdoing by either party.
9. **Complete Agreement:** This Release sets forth the complete agreement and understanding between you and Mr. Rubin concerning the subject matter set forth herein and supersedes all other agreements and understandings whether oral, written or implied. You acknowledge that no promises or inducements have been made to you, other than what is set forth in this letter, to induce you to sign this Release Agreement. This Release Agreement can be modified or amended only in a formal written contract signed by you and Mr. Rubin.
10. **Payment In consideration of the Release set forth in this Agreement:** Mr. Rubin agrees to provide [REDACTED] with a sum of money totaling *Twenty Five Thousand Dollars* (\$25,000.00) to be paid out as scheduled below.

No other monies will be paid to [REDACTED], or for the benefit of [REDACTED] in relation to the incident arising on September 24 & 25 2016.

This sum reflects an agreement to pay for any and all claims [REDACTED] has or may have had through the date of this Agreement, including, but not limited to, claims for physical injury. [REDACTED] expressly acknowledges and warrants that [REDACTED] is, and shall be, responsible for all federal, state, and local tax liabilities that may result from the payment described in this section and further warrants that, Mr. Rubin shall bear no responsibility for any such tax liabilities.

i. **Schedule of Payments:**

- a. There will be a total of five (5) payments amounting to \$20,000.00. Each payment will be in the amount of \$4,000.00 United States Currency and will be paid on the following dates:

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- i. October 4, 2016
- ii. October 15, 2016
- iii. November 1, 2016
- iv. November 15, 2016
- v. December 1, 2016

b. There will be an additional payment of \$5,000.00 to cover the medical procedure you, [REDACTED] would like to undergo. This \$5,000.00 will be paid out for the sole purpose of the payment for a singular breast implant replacement procedure.

- 11. **Governing Law:** This Release Agreement will be governed by the substantive laws of the State of New York, without regard to the principles of conflicts of laws.
- 12. **Separability of Clauses:** If any term or provision of this General Release Agreement is determined to be invalid or unenforceable to any extent or in any application, then, the remainder of this General Release Agreement will not be affected thereby and will be valid and enforceable.
- 13. **Counterparts:** This General Release Agreement may be executed by the parties hereto in counterparts, each of which shall be deemed an original, but both such counterparts shall together constitute one and the same document.

PLEASE READ AND CONSIDER THIS GENERAL RELEASE AGREEMENT CAREFULLY BEFORE SIGNING IT. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

IN EXECUTING THIS GENERAL RELEASE AGREEMENT, I, [REDACTED] EXPRESSLY REPRESENT THAT I AM DOING SO VOLUNTARILY AND OF MY OWN FREE WILL AND THAT I AM OF SOUND MIND AT THE TIME OF SAID EXECUTION.

I agree to the terms stated in this letter.

[REDACTED]

Date: 10/4/16

Witnessed by: Print and Sign Name and Date

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